

Application: 09/880,856  
Amdt. dated September 28, 2005

## **REMARKS/ARGUMENTS**

### **1. Introduction**

- Claims 1-31 remain in this application.
- Claims 1-31 stand rejected.
  - Claims 1, 6-8, 14, 18-22, 26, and 28-31 stand rejected under 35 U.S.C.102(e) as being anticipated by Newby et al. (US 5,796,829).
  - Claims 10, 12-13, 15-16, 23-25, and 27 stand rejected under 35 U.S.C.103(a) as being unpatentable over Newby et al. (US 5,796,829) in view of Epstein et al. (US 6,530,021).
- Claims 1, 18, 19, and 31 are independent claims.

### **2. Claim Rejection – 35 USC § 102**

The Examiner rejected Claims 1, 6-8, 14, 18-22, 26, 28-31 under 35 U.S.C. 102(e) as anticipated by the Newby et al (US 5,796,829). Claims 1, 18, 19, and 31 are independent claims.

#### **Claim 1:**

The Examiner rejected Claim 1 after finding that Newby disclosed "a source for accessing content data and a conditional access module for receiving the content data from source and selectively processing the content data and selectively authorizing access to decoded processed content data" (Emphasis added). The applicant disagrees. Figure 1 and the language recited by the

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Examiner (Column 6, lines 32-26) shows that the "conditional access controller" of Newby processes only "entitlement messages" and determines whether the decryptor is authorized to decrypt the encrypted "information segments" and in turn, whether to provide the decryptor with appropriate cryptographic information. The "conditional access controller" of Newby does not disclose the claimed elements of "receiving the content data from said source and selectively processing the content data." (Claim 1b). In fact, Newby discloses that it is the "demultiplexer" which receives the content data from the source; where the content data consists of a "combined signal containing encrypted information segments and entitlement messages". The demultiplexer then provides the "received encrypted information segments to the decryptor and the received entitlement messages to the conditional access controller." (Column 6, lines 20-26). This means that content data is separated into entitlement messages and "encrypted information segments" before it reaches the "conditional access controller." In summary, the "conditional access controller" of Newby does not process the whole content data as claimed in Claim 1, it only works on data which is already processed by the demultiplexer. Therefore, because Newby failed to anticipate every elements of Claim 1, Applicant respectfully request withdrawal of the Rejection of Claim 1.

Claim 18:

The Examiner found that Newby discloses "a conditional access module for receiving the content data packets from said source and selectively

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processing the content data packets." (Claim 18(b)). However, the recited sections of Newby only disclose an authorization process where the "conditional access controller" receives and evaluates the "entitlement message" separated from a content data packet by an additional demultiplexer element (i.e. Not the entire "content data packets"). In addition, the "conditional access controller" of Newby does not perform any process on either the original content data packet or the information segments. The Examiner also found that Newby discloses "a receiver for [1] receiving the processed content data packets from [a] conditional access module and [2] decoding the processed content data packets."

The applicant opposes such finding. The section recited by the Examiner only shows that the conditional access controller provides the decryptor with appropriate cryptographic information after finding correct authorization. Newby fails to teach that the receiver received any part of the content data packet from the conditional access controller. Based on the above reasoning, the Applicant respectfully requests the withdrawal of the Rejection of Claim 18.

Claim 19:

As explained in previous sections, Newby failed to disclose all elements of Claim 19. First, only the entitlement message is transported to the conditional access module instead of the entire content data. Second, the processed content data is neither processed at the conditional access module nor transported from it to the receiver. Third, Newby does not disclose that the decoded processed content data is "selectively providing said decoded

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processed content data to said output device." (Claim 19(g)). Therefore, because Newby does not disclose all of the elements of Claim 19, Applicant respectfully requests the withdrawal of the Rejection of Claim 19.

**Claim 31:**

The Applicant disagrees with the Examiner that Newby discloses step (c) of Claim 31 "transporting said packet data from said source to said conditional access module." In Newby, the packet data is transported from the source to a demultiplexer where it is processed and separated into an entitlement message and an information segment. Therefore, the receiver in Newby does not decode the packet data as claimed in Claim 31, but rather decodes the information segment which is only part of the packet data. Because Newby did not anticipate every elements of Claim 31, withdrawal of the Rejection of this Claim is respectfully requested.

**3. Claims Rejections - 35 USC § 103(a)**

In rejecting Claims 10, 12, 13 and 15, the Examiner conceded that Newby does not specifically disclose a conditional access module that includes a CAM fingerprint logic device for adding a CAM watermark to content data. The Examiner identified Epstein (US 6,530, 021) as disclosing this limitation. The applicant disagrees. In the present invention, the CAM fingerprint logic device (143) functions to add watermarks to decrypted content. (See Figure 1). The section identified by the Examiner (Epstein, Col. 6, lines 31-43) discloses a

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typical verification function, but it fails to reveal any information on a fingerprint logic device. A closer look at Epstein as a whole shows that its watermark is embedded in the content signal before reaching a Conditional Access Module (CAM). This means its CAM does not embed watermarks. (See Col. 5, lines 49-50). Therefore, Epstein failed to meet the important limitation of Claim 10 of having a "conditional access module which includes a CAM fingerprint logic device."

Furthermore, in Epstein, the watermark embedding, extraction and comparison steps are done in the receiver (Col. 5, lines 61-66; Col. 6, lines 9-10) rather than in the CAM or the output device. Therefore, Epstein failed to disclose the important limitations of Claim 12 ("receiving extracted watermark data from said output device") and Claim 13 ("said output device further includes a display device and a watermark logic device where in said watermark logic device is operable to: extract a watermark from said decoded processed content data...").

In addition, the Examiner erroneously equated the CAM fingerprint logic of Claim 10 (which corresponds to element 143) with the fingerprint logic of Claim 15 (which corresponds to element 163). The CAM fingerprint logic (143) of Claim 10 resides in the receiver's conditional access module and embeds a CAM watermark to decrypted content. This CAM watermark is later extracted and used to determine whether to enable the display of a content signal. Different from the CAM fingerprint of Claim 10, the watermark logic (163) of Claim 15 resides in the output device and aims to embed "identifying information into the display signal." As shown in figure 1, there is no other watermark logic device or

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copy protection and playback control device between the watermark logic device of Claim 15 and the display. This means the watermark logic device (163) of Claim 15 adds a second watermark which is not extracted from the content before displaying. As such, the fingerprint embedded by the fingerprint logic of Claim 15 is different from that of Epstein and is therefore not taught by Epstein.

As explained above, Epstein fails to teach important elements of Claims 10, 12, 13 and 15. Therefore, the Applicant respectfully requests withdrawal of the Rejections of these claims.

In addition, Claims 2-17, and 20-30 ultimately depend on independent Claims 1, 18, and 19 and thus contain all the limitations contained in Claims 1, 18 and 19 respectively. Because Claims 1, 18, and 19 are not anticipated by Newby or Epstein, either individually or in combination, the applicant respectfully requests the withdrawal of rejections of Claim 2-17, and 20-30.

The Examiner took office notice that "DVD optical reader is well known in the art" in rejecting Claims 2-3 (Office Action, Page 5). Similarly, the Examiner took office notice that "a source modem for communicating with receiver and backend and a modem switch for switching between any two devices within the group consisting of receiver, modem, backend" is well known in the art (Office Action, Page 6) in rejecting Claims 4 and 5. The Examiner took official notice that "watermark including [time of access, a serial number of content data, source id value, receiver id value or CAM id value] information is well known in the art" in rejecting Claim 11. Applicant transposes these assertions and respectfully requests the Examiner to cite references in support of these

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assertions (MPEP 2144.03). If the Rejection is based on facts within the personal knowledge of the examiner, the Applicant respectfully requests an affidavit from the Examiner stating such fact.

#### 4. Conclusion

For all of the reasons advanced above, Applicant respectfully submits that the application is in condition for allowance and that action is respectfully solicited. If there are any outstanding issues that might be resolved by an interview or an Examiner's amendment, the Examiner is requested to call Applicants' agent at the telephone number shown below.

The Commissioner is hereby authorized to charge any additional fees which may be required for this amendment, including extensions of time or credit any overpayment, to Deposit Account No. 501450.

Respectfully submitted,



David G. Grossman  
Registration No. 42,609

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518 Woodland Ct. NW  
Vienna, VA 22180  
(703) 338-6333